



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
 REGION III
 1650 Arch Street
 Philadelphia, Pennsylvania 19103-2029



SDMS DocID

2208545

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

JUN 4 2014

USG Insurance Services, Inc.
 Lucas Bacon, Vice President: Regional Manager
 1000 Town Center Way, Suite 300
 Canonsburg, PA 15317

**Re: Required Submission of Information
 Lower Darby Creek Area Superfund Site
 Operable Units 1 and 3, Clearview Landfill
 Darby Township, Delaware County, Pennsylvania and Philadelphia, Pennsylvania**

Dear Mr. Bacon,

The U.S. Environmental Protection Agency ("EPA") is seeking information concerning insurance coverage related to the Clearview Landfill, which comprises a portion of Operable Units 1 and 3 ("OU1 and OU3") of the Lower Darby Creek Area Superfund Site ("Site"), which is located in Darby Township, Delaware County and Philadelphia, Pennsylvania. EPA believes that USG Insurance Services, Inc. ("USG" or "you") may have information on insurance policies issued to Clearview Land Development Company, Richard Heller, Edward Heller, and/or City Wide Service, Inc. between 1953 and 1986 (see Enclosure E). These parties are henceforth collectively referred to as "the Clearview Entities." The insurance coverage purchased by each of the Clearview Entities may impact the ability of each to pay for the environmental cleanup conducted at the Site. The specific information requested from USG pertaining to insurance policies is attached to this letter as Enclosure E. Further directions regarding your response to this letter can be found in Enclosures A, B, C, and D.

Pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9604(e), EPA has the authority to require you to furnish all information and documents in your possession, custody or control, or in the possession, custody or control of any of your employees or agents, which concern, refer, or relate to the ability of a person, as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21), to pay for or perform an environmental cleanup under CERCLA.

Section 104 of CERCLA authorizes EPA to pursue penalties for failure to comply with that section or for failure to respond adequately to required submissions of information. In addition, providing false, fictitious, or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. Section § 1001. The information you provide may be used by EPA in administrative, civil, or criminal proceedings.

Please respond in writing to this required submission of information within **thirty (30) calendar days** of your receipt of this letter.

If, for any reason, you do not provide all information responsive to this letter, then in your answer to EPA you should: (1) describe specifically what was not provided, and (2) provide to EPA an appropriate reason why the information was not provided.

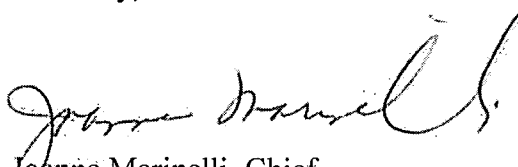
All documents and information should be sent to:

Carlyn Winter Prisk (3HS62)
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

This required submission of information is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. Section 3501, et seq.

If you have any questions concerning this matter, please contact Ms. Prisk at (215) 814-2625, or have your attorney contact Bonnie A. Pugh at (215) 814-2680.

Sincerely,



Joanne Marinelli, Chief
Cost Recovery Branch

Enclosures: A. Business Confidentiality Claims/Disclosure of Your Response to
EPA Contractors and Grantees
B. List of Contractors that May Review Your Response
C. Definitions
D. Instructions
E. Information Requested

cc: Bonnie A. Pugh (3RC41)
Carlyn Winter Prisk (3HS62)
Noreen Wagner (PADEP)

Enclosure A

Business Confidentiality Claims

You are entitled to assert a claim of business confidentiality covering any part or all of the submitted information, in the manner described in 40 C.F.R. Part 2, Subpart B. Information subject to a claim of business confidentiality will be made available to the public only in accordance with the procedures set forth in 40 C.F.R. Part 2, Subpart B. If a claim of business confidentiality is not asserted when the information is submitted to EPA, EPA may make this information available to the public without further notice to you. You must clearly mark such claimed information by either stamping or using any other such form of notice that such information is a trade secret, proprietary, or company confidential. To best ensure that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.

Disclosure of Your Response to EPA Contractors and Grantees

EPA may contract with one or more independent contracting firms (See, Enclosure B) to review the documentation, including documents which you claim are confidential business information ("CBI"), which you submit in response to this information request, depending on available agency resources. Additionally, EPA may provide access to this information to (an) individual(s) working under (a) cooperative agreement(s) under the Senior Environmental Employee Program ("SEE Enrollees"). The SEE Program was authorized by the Environmental Programs Assistance Act of 1984 (Pub. L. 98-313). The contractor(s) and/or SEE Enrollee(s) will be filing, organizing, analyzing and/or summarizing the information for EPA personnel. The contractors have signed a contract with EPA that contains a confidentiality clause with respect to CBI that they handle for EPA. The SEE Enrollee(s) is working under a cooperative agreement that contains a provision concerning the treatment and safeguarding of CBI. The individual SEE Enrollee has also signed a confidentiality agreement regarding treatment of CBI. Pursuant to Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and EPA's regulations at 40 C.F.R. § 2.310(h), EPA may share such CBI with EPA's authorized representatives which include contractors and cooperators under the Environmental Programs Assistance Act of 1984. (See 58 Fed.Reg. 7187 (1993)). If you have any objection to disclosure by EPA of documents which you claim are CBI to any or all of the entities listed in Enclosure B, you must notify EPA in writing at the time you submit such documents.

Enclosure B

[rev. 11/2013]

List of Contractors That May Review Your Response

Emergint Technologies, Inc.

Contract # EP-W-11-025

Subcontractor: Booz-Allen & Hamilton

Booz-Allen & Hamilton

Contract # EP-W-11-016

CDM-Federal Programs Corporation

Contract # EP-S3-07-06

Subcontractors: CDI-Infrastructure, LLC d/b/a L.R.
Kimball
Avatar Environmental LLC
Terradon Corporation

Chenega Global Services, LLC

Contract #EP-S3-09-02

EA Engineering, Science and Technology, Inc.

Contract #EP-S3-07-07

Subcontractor: URS

Eisenstein Malanchuck, LLP

Contract #EP-W-13-006

Subcontractors: R. M. Fields International, LLC
James C. Hermann & Associated

Hydrogeologic (HGL)

Contract #EP-S3-07-05

Subcontractor: CH2MHill
Sullivan International

Weston Solutions

Contract #EP-S3-1005

Tech Law, Inc.

Contract #EP-S3-1004

Tetra Tech NUS, Inc.

Contract #EP-S3-07-04

Kemron Environmental Services, Inc.

Contract #EP-S3-12-01,

Subcontractor: AECOM Technical Services, Inc.

Guardian Environmental Services Company, Inc.

Contract #EP-S3-12-02,

Subcontractors: Aerotek, Inc.,
Tetra Tech, Inc.

Environmental Restoration, LLC

Contract # EP-S3-12-03

Subcontractors: Aerotek, Inc
Haas Environmental, Inc,
Hertz

WRS Infrastructure & Environment, Inc.

Contract # EP-S3-12-05

ICF International

Contract # EP-BPA-12-W-0003

Cooperative Agreements

12. National Association of Hispanic Elderly

CA# CQ-835398

National Older Workers Career Center

CA# Q-835030

Enclosure C

Definitions

1. The term "arrangement" shall mean every separate contract or other agreement or understanding between two or more persons, whether written or oral.
2. The term "documents" shall mean writings, photographs, sound or magnetic records, drawings, or other similar things by which information has been preserved and also includes information preserved in a form which must be translated or deciphered by machine in order to be intelligible to humans. Examples of documents include, but are not limited to, electronic mail and other forms of computer communication, drafts, correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, summaries, pamphlets, books, invoices, checks, bills of lading, weight receipts, toll receipts, offers, contracts, agreements, deeds, leases, manifests, licenses, permits, bids, proposals, policies of insurance, logs, inter-office and intra-office communications, notations of any conversations (including, without limitation, telephone calls, meetings, and other communications such as e-mail), bulletins, printed matter, computer printouts, invoices, worksheets, graphic or oral records or representations of any kind (including, without limitation, charts, graphs, microfiche, microfilm, videotapes, recordings and motion pictures), electronic, mechanical, magnetic or electric records or representations of any kind (including, without limitation, tapes, cassettes, discs, recordings and computer memories), minutes of meetings, memoranda, notes, calendar or daily entries, agendas, notices, announcements, maps, manuals, brochures, reports of scientific study or investigation, schedules, price lists, data, sample analyses, and laboratory reports.
3. The term "hazardous substance" means (a) any substance designated pursuant to section 1321(b)(2)(A) of Title 33 of the U.S. Code, (b) any element, compound, mixture, solution, or substance designated pursuant to Section 9602 of CERCLA, (c) any hazardous waste having the characteristics identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act (42 U.S.C. § 6921) (but not including any waste the regulation of which under the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq., has been suspended by Act of Congress), (d) any toxic pollutant listed under Section 1317(a) of Title 33, (e) any hazardous air pollutant listed under section 112 of the Clean Air Act, 42 U.S.C. § 7412, and (f) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to Section 2606 of Title 15 of the U.S. Code. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (a) through (f) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
4. The term "pollutant or contaminant" shall include, but not be limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical

deformations in such organisms or their offspring, except that the term "pollutant or contaminant" shall not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under CERCLA, and shall not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality (or mixtures of natural gas and such synthetic gas).

5. The term "release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant), but excludes (a) any release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such persons, (b) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine, (c) release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954, 42 U.S.C. § 2011 et seq., if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under Section 170 of such Act, 42 U.S.C. § 2210, or, for the purposes of Section 9604 of CERCLA or any other response action, any release of source, byproduct, or special nuclear material from any processing site designated under 42 U.S.C. §§ 7912(a)(1) and 7942(a) and (d) the normal application of fertilizer.
6. The term "waste" or "wastes" shall mean and include any discarded materials including, but not limited to, trash, garbage, refuse, by-products, solid waste, hazardous waste, hazardous substances, pollutants or contaminants, and discarded or spilled chemicals, whether solid, liquid, or sludge.
7. The term "you" when referring to an incorporated entity shall mean and include the incorporated entity and its agents and representatives, including, but not limited to, persons directly authorized to transact business on the entity's behalf such as officers, directors, or partners with which the entity is affiliated, employees, accountants, engineers, or other persons who conduct business on the entity's behalf, as well as affiliated entities, including, but not limited to, partnerships, limited liability companies, divisions, subsidiaries, and holding companies.

Enclosure D

Instructions

1. You are entitled to assert a claim of business confidentiality covering any part or all of the information you submit. If you desire to assert a claim of business confidentiality, please see Enclosure A, *Business Confidentiality Claims/Disclosure of Your Response to EPA Contractors and Grantees*. You must clearly mark such information by either stamping or using any other form of notice that such information is a trade secret, proprietary, or company confidential. To ensure to the greatest extent that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.
2. Please provide a separate, detailed narrative response to each question, and to each subpart of each question, set forth in this Information Request. If you fail to provide a detailed response, EPA may deem your response to be insufficient and thus a failure to comply with this Information Request, which may subject you to penalties.
3. Precede each response with the number of the question or subpart of the question to which it corresponds. For each document or group of documents produced in response to this Information Request, indicate the number of the specific question or subpart of the question to which the document(s) responds.
4. Should you find at any time after submission of your response that any portion of the submitted information is false, misrepresents the truth or is incomplete, you must notify EPA of this fact and provide EPA with a corrected written response.
5. Any terms that are used in this Information Request and/or its Enclosures that are defined in CERCLA shall have the meaning set forth in CERCLA. Definitions of several such terms are set forth in Enclosure C, *Definitions*, for your convenience. Also, several additional terms not defined in CERCLA are defined in Enclosure C. Those terms shall have the meaning set forth in Enclosure C any time such terms are used in this Information Request and/or its Enclosures.

Enclosure E

Information Required

1. Identify the time period during which USG placed insurance on behalf of one or more of the Clearview Entities, as well as the name of individuals with whom USG communicated and the nature of the communication.
2. Provide copies of all documents in your possession relating to the Clearview Entities.
3. Provide all information in USG's possession related to insurance policies issued to the Clearview Entities by any insurer prior to USG's relationship with the Clearview Entities.

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

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USG INSURANCE SER.
LUCAS ~~BACON~~, VP
1000 TOWN CNTR, STE 300
CANONSBURG, PA 15317.

2. Article Number

(Transfer from service label)

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X  ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

6-20-14

- D. Is delivery address different from item 1? ☐ Yes
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Carlyn Winter Prisk

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Philadelphia, PA

19103

